



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

January 8, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT-UNION PACIFIC RAILROAD COMPANY  
MEMORANDUM OF UNDERSTANDING FOR THE  
REMOVAL OF A RAILROAD BRIDGE OVER THE SOUTH SAN JOSE CREEK  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chair of your Board to sign the Memorandum of Understanding between the Los Angeles County Flood Control District and the Union Pacific Railroad Company providing for the Union Pacific Railroad Company to remove a railroad bridge over the South San Jose Creek located in the City of Industry, at an estimated cost of \$91,620.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve the attached Memorandum of Understanding (MOU) between the Los Angeles County Flood Control District (LACFCD) and the Union Pacific Railroad Company (UPRR) providing for the UPRR to remove a railroad bridge over the South San Jose Creek located in the City of Industry (City).

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Community Services (Goal 6). The removal of the bridge will improve the aesthetics of the surrounding area, which will improve the quality of life of the nearby residents.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

UPRR requires that all work performed on its operating track facilities must be performed by its own forces. UPRR prepared a cost estimate in the amount of \$91,620, (Exhibit A of the MOU) for the removal of the bridge. LACFCD will reimburse UPRR for the bridge removal. Sufficient funds are available for Fiscal Year 2007-08 Flood Control District Fund Budget.

The City will reimburse the LACFCD for all costs associated with the bridge removal.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The MOU has been approved as to form by County Counsel.

Under the terms of the Easement Deed dated August 16, 1972, the former Southern Pacific Transportation Company, the UPRR's predecessor in interest, granted LACFCD an easement for flood control purposes for the maintenance of a flood control channel and a bridge under and across the UPRR's Alhambra Subdivision mainline at South San Jose Creek, Mile Post 508.9. The City has improved the existing channel by constructing a reinforced concrete box drain, referred to as MTD 1536, at this location. As a result, the UPRR now desires to remove the bridge that spans over the South San Jose Creek, since it is no longer needed for their service.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt pursuant to Section 15301(l) of the California Environmental Quality Act Guidelines; and Class 1(h) of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the demolition and removal of individual small structures.

The Honorable Board of Supervisors  
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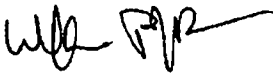
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects.

**CONCLUSION**

Please return one adopted copy of this letter and one adopted copy of the MOU to the Department of Public Works, Programs Development Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
SA:re

Attachment

c: County Counsel

**MEMORANDUM OF UNDERSTANDING  
BETWEEN LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT AND UNION PACIFIC  
RAILROAD COMPANY REGARDING REMOVAL OF BRIDGE**

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**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR"), and LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, ("District").

This MOU has been entered into with reference to the following facts:

A) UPRR is an interstate common carrier railroad transportation company governed by federal law and is the owner and operator of a main line right of way known as the Alhambra Subdivision, a portion of which is within the boundaries of District;

B) Pursuant to Easement Deed dated August 16, 1972, (referred to as "1972 Easement Deed"), UPRR's predecessor in interest, Southern Pacific Transportation Company (SPTC), granted District an easement for flood control purposes over Parcel No. 2A, ingress and egress over Parcel 2B, and maintenance of a flood control channel and bridge under and across UPRR's Alhambra Subdivision main line at South San Jose Creek, Mile Post 508.9. The 1972 Easement Deed was recorded with the Los Angeles County Recorder's office on December 7, 1972, as instrument No. 3113, Book D5691, Page 706 of Official Records. Said deed was assigned SPTC Deed Audit No. 54791;

C) The City of Industry removed all portions of the District's open channel referred to as South San Jose Creek and replaced it with a reinforced concrete box storm drain (referred to as "MTD 1536");

D) As a result of the construction of MTD 1536, UPRR now desires to remove the railroad bridge that spans South San Jose Creek which is no longer needed by UPRR; and

E) In accordance with the terms of the 1972 Easement Deed, District will reimburse UPRR for the cost of removal.

NOW, THEREFORE, with reference to the foregoing facts, UPRR and District hereby enter into this MOU.

1. At the request of District, UPRR has prepared a material and force account estimate of \$91,620.00 as the cost of removing the old bridge over South San Jose Creek. This estimate is attached to this MOU as Exhibit A, and is incorporated herein by reference as though set forth at length. A draft copy of this estimate has heretofore been delivered to District, and District has had the opportunity to review and comment.

2. UPRR will perform the work outlined in the estimate using its own forces or with contractor forces as it may determine most efficient in its sole discretion.

3. Upon completion of the removal work, UPRR will notify District and submit a final billing for the actual cost of the work. UPRR agrees to notify District in writing if any circumstance arises during the work which will cause the actual cost of the work to exceed the estimate by more than twenty percent (20%).

4. Upon receipt of final billing, District will have sixty (60) days to make payment in full to UPRR. District shall have the right at its sole cost and expense to audit the final billing and all supporting documentation no later than one year after the date of payment to UPRR.

5. The 1972 Easement Deed shall remain in full force and effect and shall be applicable to the new reinforced concrete box storm drain constructed by the City of Industry.

6. The parties agree that this MOU should be constructed and interpreted strictly in accordance with its terms. This MOU is intended to be a cooperative working document. The parties agree to make all reasonable efforts to cooperatively resolve disputes over interpretation or compliance with this MOU, including use of mediation services if such cooperative measures are unsuccessful. In the event such mediation fails to resolve the issues, either party hereto has the right to seek relief in any court of competent jurisdiction in California.

7. The parties intend to communicate with each other on matters covered by this MOU through normal channels at the field level. The parties will designate field representatives from time to time, and UPRR shall designate construction representatives during the construction phases of the project.

If any official notifications are required, the notices will be sent via first class mail, via email, or via fax as follows:

If to District:

Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, California

If to UPRR:

John Hovanec  
AVP - Engineering Design  
Union Pacific Railroad Company  
1400 Douglas Street, Mail Stop 0910  
Omaha, Nebraska, 68179  
Fax: 402-501-0478

8. Neither DISTRICT nor any officer or employee of DISTRICT shall be responsible for any damage or liability occurring by reason of any act or omission on the part of UPRR under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of UPRR under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, UPRR shall fully indemnify, defend, and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of UPRR under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of UPRR under this MOU. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of UPRR, UPRR shall fully defend, indemnify, and hold DISTRICT harmless from any and all liability arising from such dangerous condition.

9. Neither UPRR nor any officer or employee of UPRR shall be responsible for any damage or liability occurring by reason of any act or omission on the part of DISTRICT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this MOU. It is also understood and agreed that, pursuant to Government Code,

[illegible]



IN WITNESS WHEREOF, the parties have executed this MOU the day and year first above written.

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

UNION PACIFIC RAILROAD COMPANY

By   
John Hovanec  
AVP- Engineering Design

APPROVED AS TO FORM:

By   
UPRR Counsel

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# Exhibit A

DATE: 2007-02-28

## ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2007-08-29

### DESCRIPTION OF WORK:

BRIDGE 508.69 ALHAMBRA SUB NEAR WALNUT, CALIFORNIA  
INSTALL CONCRETE BOX CULVERT REPLACING EXISTING 2-SPAN 70' CONCRETE BOX  
GIRDER BRIDGE.  
PROJECT IS 100% RECOLLECTIBLE FROM THE COUNTY OF LOS ANGELES DEPARTMENT  
OF FLOOD CONTROL. NOTE: THE COUNTY AT ITS OWN COST HAS ALREADY PROVIDED

FID: 51004 AND: MP, SUBDIV: 508.69, ALHAMBRA  
SERVICE UNIT: 20 CITY: WALNUT STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			1224		1224		1224
TOTAL ENGINEERING			1224		1224		1224
<b>TRACK &amp; SURFACE WORK</b>							
BALAST	2.00	CL	2844	5000	7844		7844
CONTRACT				40000	40000		40000
FIELD WELD			542		542		542
GRADING				3750	3750		3750
LABOR ADDITIVE 149%			23592		23592		23592
MATL STORE EXPENSE				46	46		46
NON-TRACK RE			5689		5689		5689
OTM			769	246	1015		1015
SALES TAX				449	449		449
TRK-SURF, LIN			1583		1583		1583
WELD				267	267		267
XTIE	50.00	EA	3596	2023	5619		5619
TOTAL TRACK & SURFACE			38615	51781	90396		90396
LABOR/MATERIAL EXPENSE			39839	51781			
RECOLLECTIBLE/UPRR EXPENSE					91520	0	
ESTIMATED PROJECT COST							91620
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF  
AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED,  
UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.